

A. G. Contract No. KR930375TRN  
ECS File: JPA 93-18<sup>23</sup>  
Project: F-022-4-5<sup>22</sup>  
Tracs: 070 GI 252 H 2880 02 C  
Section: US-60 & US-70 Globe

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLOBE

THIS AGREEMENT is entered into 10 May, 1993  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF GLOBE, acting by and through its Mayor and City  
Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. It is to the mutual advantage of the State and the City  
to landscape areas within the right of way on United States  
Route 60 and 70 at the following locations:

From centerline roadway station 32+00 to  
centerline roadway station 6+00 on U.S Route 60  
and from centerline roadway station 34+90 to  
centerline roadway station 40+00, on U.S. Route  
70, a net distance of approximately 0.27 miles.

NO. <u>17557</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/10/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. P. Greenwell</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After approval of the plans, the project will be constructed by the City according to the plans. As the project progresses, the State shall reimburse the City seventy five percent (75%) of the direct project costs up to a maximum of \$26,250.00. City invoices shall be accompanied and supported by appropriate project receipts and records. Prior to final payment, the State will inspect the project for compliance.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E, Room 222E  
Phoenix, AZ 85007

City of Globe  
City Manager  
150 N. Pine Street  
Globe, AZ 85501

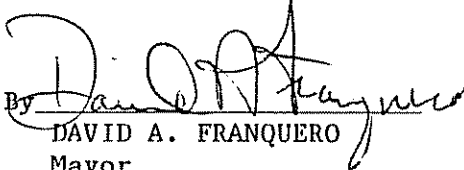
7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

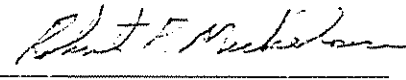
IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**CITY OF GLOBE**

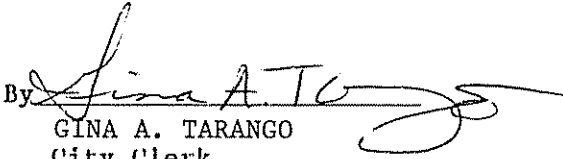
**STATE OF ARIZONA**

Department of Transportation

By   
DAVID A. FRANQUERO  
Mayor

By   
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST

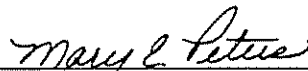
By   
GINA A. TARANGO  
City Clerk

JPA 93-18

RESOLUTION

BE IT RESOLVED on this 3rd day of February 1993, that I, THOMAS R. WARNE, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Globe for the purpose of defining responsibilities for the construction and maintenance of landscaping and irrigation improvements on US-60 and US-70 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

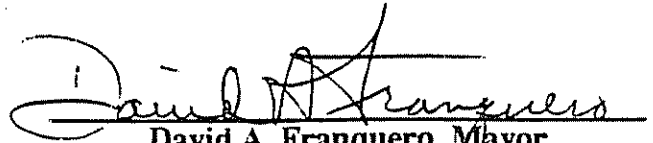
  
for THOMAS R. WARNE  
Acting Director

**RESOLUTION NO. 1126**

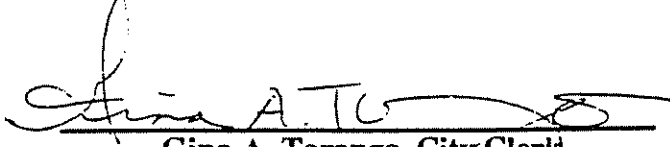
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF GLOBE AGREEING TO ENTER IN TO AGREEMENT  
WITH ARIZONA DEPARTMENT OF TRANSPORTATION  
FOR THE LANDSCAPE PROJECT ALONG HIGHWAY  
US 60 & US 70**

**WHEREAS**, the City of Globe has entered into Agreement with the Arizona Department of Transportation to perform the construction and maintenance of landscaping and irrigation improvements on US-60 and US-70 in the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Globe is submitting signed Agreements to the Arizona Department of Transportation for processing and submittal to the Deputy State Engineer for approval and execution.

  
David A. Franquero, Mayor

**ATTEST:**

  
Gina A. Tarango, City Clerk

APPROVAL OF THE GLOBE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GLOBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19<sup>th</sup> day of April, 1993.

William J. Hoff

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0375-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4<sup>th</sup> day of May, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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